

FIFTH AMENDMENT TO AGREEMENT FOR SERVICES BETWEEN WELLCARE SERVICES RENO, LLC, THE CITY RENO, THE CITY OF SPARKS, WASHOE COUNTY, and WASHOE COUNTY HEALTH DISTRICT

WHEREAS the Parties to this Amendment are Parties to an Agreement for Services dated on or around March 30, 2020 (“Agreement”), which was extended in writing in May 2020 to June 27, 2020, in June 2020 to October 30, 2020, on October 23, 2020 to December 30, 2020, and amended again in November 2020 to alter the number of beds to be provided by WellCare until December 30, 2020 and other amendments described therein; and

WHEREAS the Parties seek to again amend the Agreement pursuant to Section 6.15, which allows amendments in writing executed by all Parties with the same formalities by which the Agreement was executed, to amend the term of the Agreement from December 31, 2020, through April 30, 2021 (121 DAYS) and to reduce the number of beds to a total of 22 beds at a cost of \$100.00 per day per bed regardless of use, and to make other changes as described herein;

NOW, THEREFORE, in consideration of the foregoing premises and the following covenants, terms and conditions, the Parties do hereby agree as follows:

1. The Parties hereby amend the Agreement as follows:

A. The term of the original Agreement shall be extended to April 30, 2021. Additional extensions may be granted in a writing signed and executed by all Parties with the same formalities by which the Agreement and this Amendment and Extension were executed.

B. Effective December 31, 2020, and concluding on April 30, 2021, WELLCARE SERVICES shall be required to provide a total of 22 beds at a cost of \$100.00 per day, per bed, regardless of the number of beds actually used by the AGENCIES. WELLCARE SERVICES shall also provide additional “overflow” beds to the AGENCIES on an as-needed basis at a cost of \$100.00 per day, per bed, which is actually used by the AGENCIES.

C. The AGENCIES agree to pay a one-time \$240.00 cleaning fee for any of the “overflow” beds that are actually used.

D. The maximum aggregate amount for the 22 beds agreed to in this Amendment incurred by the AGENCIES for the period from December 31, 2020 to April 30, 2021, shall not exceed \$266,200. No expenditures beyond the \$266,200 are authorized or will be made unless AGENCIES first approve any such additional expenditures by approval of the appropriate AGENCIES’ representatives.

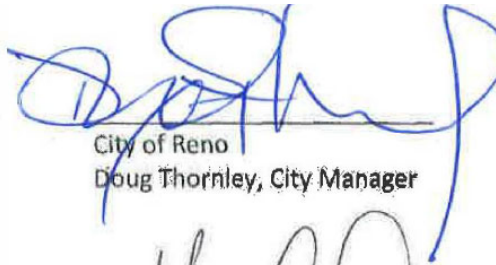
E. The Agreement at Section 6.4 and at Attachment B at the second bullet of the second unnumbered section under “PAYMENT” shall each be amended to reflect that Dave Solaro has replaced Aaron Kenneston as the Incident Commander and is the person to whom notices should be sent for the Incident Management Team. Mr. Solaro’s email address is DSolaro@washoecounty.us.


F. Section 1.5 of the original Agreement shall be modified to as follows:

WELLCARE SERVICES intends to provide these services at one or more of the existing Well Care locations; the Incident Management Team has identified the use of Well Care's facilities for surge capacity as an emergency protection measure.

2. There are no other amendments not described in this Fifth Amendment. To the extent any terms or conditions in this Fifth Amendment conflict with any terms of the Agreement or a previous Amendment, the terms of this Fifth Amendment shall supersede, replace, and prevail over those terms.


Washoe County
Eric Brown, County Manager


City of Reno
Doug Thornley, City Manager


City of Sparks
Neil Krutz, City Manager


Washoe County Health District
Kevin Dick, Health Officer


Well Care Services
Max Casal, Managing Director

Ed Lawson, Mayor

Attest:

Lisa Hunderman, City Clerk

Approved as to form:

Chet Adams, City Attorney